

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF  
PENNSYLVANIA

M&M CREATIVE LAMINATES, INC.,

Plaintiff,

vs.

CAMBRIA COMPANY LLC,

Defendant.

CASE NO.:

(Removed from the Court of Common  
Pleas of Allegheny County, Pennsylvania  
at Docket No. G.D. 17-008505)

PAUL R. ROBINSON, ESQUIRE  
PA I.D. No.: 65581

BENJAMIN SORISIO, ESQUIRE  
PA I.D. No.: 85668

JURY TRIAL DEMANDED

**NOTICE OF REMOVAL**

Notice is hereby provided that defendant Cambria Company LLC removes this civil action filed in the Court of Common Pleas of Allegheny County, Pennsylvania at Case Number G.D. 17-008505 to the United States District Court for the Western District of Pennsylvania, pursuant to 28 U.S.C. § 1332, 28 U.S.C. § 1331 and 28 U.S.C. § 1441, stating the following grounds for removal:

1. Plaintiff M&M Creative Laminates, Inc. filed this civil action against defendant Cambria Company LLC ("Cambria Company") on June 9, 2017 in the Court of Common Pleas of Allegheny County, Pennsylvania at Case Number G.D. 17-008505. (A true and correct copy of plaintiff's complaint is attached hereto as Exhibit A).

2. Plaintiff's complaint was served upon Cambria Company on June 22, 2017 via acceptance of service by Andrew D. Moran, Esquire, Larkin Hoffman Daly & Lindgren Ltd., 8300 Norman Center Drive, Suite 1000, Minneapolis, Minnesota 55437. (A true and correct copy of the Allegheny County Department of Court Records' docket and plaintiff's acceptance of service are attached hereto and marked as Exhibits B and C, respectively).

3. Plaintiff is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania having its principal place of business in Pittsburgh, Allegheny County, Pennsylvania. (See Exhibit A, ¶1). Therefore, plaintiff is citizen of the Commonwealth of Pennsylvania for purposes of diversity jurisdiction. (See Exhibit A, ¶1).

4. Cambria Company LLC is a limited liability company organized and existing under the laws of the State of Minnesota having its principal place of business

in Le Sueur, Le Sueur County, Minnesota. (See Exhibit A, ¶2). Therefore, Cambria Company LLC is a citizen of the State of Minnesota for purposes of diversity jurisdiction.

5. Cambria Company LLC is a wholly-owned subsidiary of Cambria Enterprises LLC. Cambria Enterprises LLC is a limited liability company organized and existing under the laws of the State of Minnesota having its principal place of business in Belle Plaine, Scott County, Minnesota. Therefore, Cambria Enterprises LLC is a citizen of the State of Minnesota for purposes of diversity jurisdiction.

6. Cambria Enterprises LLC has three (3) individual members. Two (2) individual members reside in Hennepin County, Minnesota, and one (1) individual member resides in Nicollet County, Minnesota. None of Cambria Enterprises LLC's individual members are residents of Pennsylvania. Therefore, each of the individual members of Cambria Enterprises LLC is a citizen of the State of Minnesota for purposes of diversity jurisdiction.

7. Accordingly, there is diversity of citizenship between the parties. 28 U.S.C. § 1332(a)(1).

8. Plaintiff's complaint sets forth causes of action against Cambria Company for breach of franchise agreement (Count I), breach of contract (Count II), unjust

enrichment (Count III), intentional interference with contractual relations (Count IV), and unfair competition (Count V). (See Exhibit A).

9. Plaintiff's complaint alleges plaintiff sustained damages arising out of Cambria Company's alleged breach of a franchise agreement, or alternatively, another contract, misrepresentations, interference with contractual relations and misappropriation of plaintiff's confidential and proprietary information. (See Exhibit A, generally).

10. Plaintiff's complaint alleges:

In 2016 M&M sold over one million dollars (\$1,000,000) of Cambria products and realized profits exceeding four hundred thousand dollars (\$400,000). The revenue from the sale and installation of Cambria products represents over seventy percent (70%) of M&M's gross income in 2016 and 2017. Upon information and belief, Cambria terminated the franchise with no notice in order to divert to itself these sales and profits.

(See Exhibit A, ¶121).

11. Plaintiff's complaint alleges:

. . . during 2016 and only part of 2017, M&M advanced over one hundred and forty thousand dollars (\$140,000.00) in furtherance of the franchise relationship and to expand Cambria's sales in western Pennsylvania . . .

These advancements by M&M were made based on representations and conduct of Cambria giving assurances regarding the continued franchise

relationship with M&M. Consequently, each advancement was made with M&M understanding that it would continue as a Cambria franchisee.

(See Exhibit A, ¶¶23-24).

12. Plaintiff's complaint alleges Cambria Company's alleged breach of the purported franchise agreement and interference with contractual relations caused plaintiff to be unable to fulfill its obligations under twenty-three (23) contracts with plaintiff's customers. (See Exhibit A, ¶¶31-36).

13. Plaintiff's complaint alleges plaintiff sustained substantial damages, including but not limited to, economic loss and damage to plaintiff's goodwill with its customers. (See Exhibit A, ¶35).

14. Plaintiff's complaint alleges that Cambria Company was unjustly enriched at the expense of plaintiff by retaining the benefit of plaintiff's substantial investments in Cambria Company product samples and displays, and that such investments were based on the representations of Cambria Company "as described above" including those described in Paragraphs 23 and 24 of Exhibit A. (See Exhibit A, ¶¶48-51).

15. Under all counts, plaintiff alleges it sustained monetary damages, including without limitation, lost profits and lost future profits. (See Exhibit A, ¶¶42, 46, 51, 58, 68 and *ad damnum* clauses to Counts I through V).

16. Plaintiff's complaint, or a reasonable reading thereof, establishes plaintiff seeks damages which exceed this Court's jurisdictional minimum of \$75,000. See 28 U.S.C. § 1332.

17. This court has original jurisdiction over this civil action pursuant to 28 U.S.C. § 1332 due to this civil action involving citizens of different states and having an amount in controversy exceeding the sum of \$75,000, exclusive of interest and costs.

18. Diversity of citizenship existed at the time the action sought to be removed was commenced and continues through the time of the filing of this notice of removal.

19. This civil action is also removable pursuant to 28 U.S.C. § 1441(a) because this Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1331 which provides district courts have original jurisdiction of civil actions arising under the laws of the United States. See 28 U.S.C. § 1331.

20. Plaintiff's complaint alleges plaintiff sustained damages arising out of Cambria Company's alleged breach of a franchise agreement which involves a federal question and/or is based upon a substantial question of federal law under 16 C.F.R. 436, *et seq.*, Federal Trade Commission, Disclosure Requirements and Prohibitions Concerning Franchising. (See Exhibit A, ¶¶1-42).

21. This notice of removal is timely under 28 U.S.C. § 1446(b), as it is being filed within thirty (30) days after the receipt by Cambria Company of a copy of the initial pleading, and a copy of this notice of removal is being served upon all parties and filed with the Court of Common Pleas of Allegheny County, Pennsylvania. (A true and correct copy of Cambria Company's state court copy of notice of removal is attached hereto (without exhibits) as Exhibit D).

WHEREFORE, the civil action filed in the Court of Common Pleas of Allegheny County, Pennsylvania at Case Number G.D. 17-008505 is hereby removed to the United States District Court for the Western District of Pennsylvania.

Respectfully submitted,

MEYER, DARRAGH, BUCKLER,  
BEBENEK & ECK, PLLC

By: /s/ Benjamin Sorisio  
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### PROOF OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been served upon all parties on the date and in the manner listed below:

<u>  X  </u>	First Class Mail, Postage Prepaid
<u>      </u>	Certified Mail - Return Receipt Requested
<u>      </u>	Hand Delivery
<u>      </u>	Facsimile Transmission
<u>      </u>	Overnight Delivery
<u>  X  </u>	Electronic Mail
<u>      </u>	CM/ECF Filing

at the following address:

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(Counsel for plaintiff)

MEYER, DARRAGH, BUCKLER,  
BEBENEK & ECK, PLLC

Date: June 30, 2017

/s/ Benjamin Sorisio  
PAUL R. ROBINSON, ESQUIRE  
BENJAMIN SORISIO, ESQUIRE